

FLOLINE

Architectural Systems, LLC

Terms and Conditions of Sale

Applicability: The following terms and conditions apply to the sale of goods by Foline Architectural Systems, LLC ("Foline", or "Seller") to any customer ("Customer" herein shall mean a person or business that purchases a commodity or service).

Conditions of Sale: Our quotation does not constitute an offer of sale but is an invitation to the buyer to execute a firm order by signing and returning an original of the seller's quotation. No contract of sale for the material and items listed on the seller's quotation shall be held to exist until buyer's order is accepted by seller's written acknowledgment. The contract of sale shall be subject solely to the terms and conditions of said written acknowledgment as are hereinafter set forth. Buyer's acceptance to such terms and conditions shall be presumed to have been given unless Buyer's written objections thereto are received by Seller within ten (10) days from Buyer's receipt of seller's acknowledgment form.

Governing Law: This agreement shall be construed and enforced in accordance with the laws of the State of Illinois, irrespective of the location of the work performed by the Seller or the location of the site to which the goods are shipped.

Payment: Payment terms are net thirty (30) days from invoice date with no retention unless otherwise specified. The terms of this agreement supersede any and all terms and conditions stated in the buyer's agreement.

Taxes: Any applicable taxes or other government charges imposed shall be added to the purchase price and paid by the Buyer, unless valid documentation allowing exemptions are on file with the Seller. Customer agrees that any liability for tax shall survive the sale, regardless of whether it is itemized on Foline's invoice to the customer.

Late Charges: Past due amounts will be assessed a service charge of 1.5% per month (18% per annum) for each month or part of a month it remains unpaid.

Credit: Seller may withdraw or extend additional credit privileges at its sole discretion. Seller reserves the right to demand payment prior to production if Seller deems it necessary.

Buyer's Failure to Pay: If Buyer fails to pay invoice(s) when due, Seller may, without prejudice to other remedies, defer future shipments until the default is satisfied. Seller may, at its discretion, cancel future shipments of any and all orders. In the event amounts due are turned over for collection, Buyer is responsible for all collection fees at cost and legal fees incurred by Seller or Seller's agent in the collection of amounts due. Any notes or judgments shall draw interest at the maximum legal rate per annum.

Shipping: All prices are FOB Seller's factory in Hope, IN unless otherwise specified herein.

Packaging: Unless requested otherwise, goods will be packaged in ordinary packaging. If Buyer requires additional packaging, Buyer shall pay additional costs.



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Storage by Customer: Materials supplied by Seller must be stored indoors, in a cool dry space while in the packaged state. Materials are to be stored in a straight, supported and/or level position, not allowing materials to twist or distort. Improperly stored materials are susceptible to permanent deformation and white rust, a form of corrosion which occurs when moisture exists between stacked galvanized steel sheets. SELLER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR DAMAGE RESULTING FROM IMPROPERLY STORED MATERIALS.

Delay and Non-Delivery: Seller will not be liable for any loss, penalty or damage deriving from delay or failure to deliver materials for any cause beyond its control, resulting directly or indirectly from fire, other casualty, acts of God, acts of civil or military authority, epidemics, floods, riots, wars, terrorism, sabotage, labor disputes, embargo, transportation stoppage, labor unrest, inability to secure materials from suppliers, or any other situation beyond the Seller's reasonable control.

Inspection: Buyer shall inspect materials and deliver any notice of rejection, in detail, to Seller within ten (10) days after Buyer has taken possession of materials. Failure to inspect or give notice to Seller of rejected goods within said time shall constitute a waiver of the right to inspect and an irrevocable acceptance of the materials. Rejection by buyer does not constitute acceptance of claim by Seller.

Non-Conforming Goods: Seller shall have the right to replace, or at Seller's option to repair any material or item which is found by Seller to be defective in material or workmanship provided that a claim, and proof thereof, is made in writing to Seller's within ten (10) days after Buyer's receipt thereof. Seller's obligation with respect to material and/or items found by Seller to be defective shall be limited to replacement or repair, and in no event shall Seller be liable for installation, adjustment, or other expenses or damages which may arise in connection with such material and/or items or any other consequential, direct or indirect damage or damage for loss of use, and the foregoing shall be the Buyer's sole remedy hereunder. Seller reserves the right to reclaim non-conforming goods. Disposition and mode of transportation is at Seller's discretion. Seller will absorb freight charges for returns of non-conforming goods.

Returns: Material and items sold hereunder shall not be returned for refund or credit without first obtaining seller's written permission. All returns shall be subject to a restocking charge and prepayment of shipping charges by Buyer. Material and items produced or manufactured to order are not subject to return for refund or credit under any circumstances.

Title and Risk of Loss : Title to materials passes from Seller to Buyer when the materials are placed with a carrier and leave Seller's premises or upon delivery at destination, depending upon the shipping terms specified on the Seller's sales order.

Tooling & Intellectual Property: If work is to be performed by Seller to Buyer's special order, then all necessary plans and specifications are to be furnished to Seller at the expense of Buyer, and Seller assumes no responsibility for the accuracy of the plans and specifications so furnished. Tools, dies, jigs, fixtures, patterns, designs, drawings, details and other equipment and intellectual properties necessary for producing or manufacturing material and/or items for this order shall be considered Seller's property with Seller having the right to retain possession and use thereof, whether the cost of such tools, dies, jigs, fixtures, patterns, designs, drawings, details and other equipment and intellectual properties was paid by Buyer or absorbed by material commitments.

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Price Validity: Prices stated for material and/or items listed on our proposal (or portions thereof) are VALID FOR 30 DAYS WITH SHIPMENT WITHIN 60 DAYS OF ORDER. If materials don't ship within 60 days from order, we reserve the right to adjust prices to reflect increases in the prices of material, freight and/or labor rates in effect at the time of shipment.

Material Supplier Only: Seller is a material supplier and fabricator and not a construction subcontractor. Seller assumes no responsibility for any terms, conditions, or special provisions contained in any contract or document between Buyer and any other party, including, but not limited to, provisions regarding warranties, time and method of payment, retainage, cancellation, and penalties for delay of completion.

Proper Installation and Use: Buyer agrees to comply with all instructions furnished by Seller relating to the installation and use of the material and/or items sold hereunder and agrees that Buyer will not misuse, modify, rebuild, or alter such material and/or items in any manner. Seller's warranties made in connection with this sale shall not be effective or actionable unless such material and/or items are installed and used in accordance with such instruction. Buyer agrees to indemnify and hold Seller harmless from any and all suits, claims, liabilities, damages, and expenses (including, without limitation, reasonable attorney's fees) asserted against Seller or incurred by Seller, arising out of or based upon the acts or omissions of the Buyer, its agents or employees or the use of or possession of the goods sold hereunder.

Waiver: Any claim by Buyer against Seller for lack of quality of product, improper workmanship or otherwise shall be deemed waived unless presented to Seller in writing within one (1) year of the date of sale of the product involved.

Warranty: Any warranties are extended only to the original owner of the building for which the materials were purchased.

Sole and Exclusive Agreement: No prior statement or agreement, oral or written, shall vary or modify the written terms and conditions hereunder, which shall constitute the sole and exclusive agreement between Buyer and Seller. This sale may not be canceled or modified except by a written document signed by Buyer and Seller.